

**MILES L. KAVALLER,  
A PROFESSIONAL LAW CORPORATION**

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Attorney for Defendants, KING'S EXPRESS LA, INC., a California corporation; KING'S EXPRESS, INC., a California corporation; KING'S EXPRESS, INC., an Unknown Business Entity and DENNIS MCCORMICK, an Individual.

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

PRO-COM PRODUCTS, INC. a California corporation,	)	CASE NO.
	)	NOTICE OF REMOVAL
	)	
Plaintiff,	)	28 U.S.C. §§1441, et seq.
	)	
vs.	)	
KING'S EXPRESS LA, INC., a California corporation; KING'S EXPRESS, INC., a California Corporation; KING'S EXPRESS, INC., an Unknown Business Entity; DENNIS MCCORMICK, an Individual; JOHN VINCENT TARWATER, an individual; and DOES 1 through 25, inclusive,	)	
	)	
	)	
	)	
Defendants.	)	

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF CALIFORNIA, THE PARTIES AND COUNSEL:

PLEASE TAKE NOTICE THAT DEFENDANTS KING'S EXPRESS LA, INC., a California corporation; KING'S EXPRESS, INC., a California corporation; KING'S EXPRESS, INC., an Unknown Business Entity and DENNIS MCCORMICK, an Individual hereby remove

1 this action now in the Superior Court for the State of California, County of Los Angeles, Central  
2 District, Case No. BC710498, PRO-COM PRODUCTS, INC. a California corporation, Plaintiff,  
3 vs. KING'S EXPRESS LA, INC., a California corporation; KING'S EXPRESS, INC., a  
4 California Corporation; KING'S EXPRESS, INC., an Unknown Business Entity; DENNIS  
5 MCCORMICK, an Individual; JOHN VINCENT TARWATER, an individual; and DOES 1  
6 through 25, inclusive, ("the action") to the United States District Court for the Central District of  
7 California, pursuant to 28 U.S.C. §§1441, et seq. and aver as follows.

8 1. According to paragraph 12 of the Complaint, a copy of which is attached  
9 hereto, Plaintiff, Pro-Com Products, Inc. ("Pro-Com") hired the defendant Kings Express, Inc.  
10 ("Kings"), a motor carrier, to transport its cargo in interstate commerce. According to paragraph  
11 13 of the Complaint, between September 1, 2017 through December 2017, Kings contracted  
12 with various 3rd party "shippers" (understood to mean the carriers which were to transport its  
13 cargo), brokers, and consignees located throughout the United States to secure motor vehicle  
14 transportation of property in commerce. Further, according to paragraph 14 of the Complaint, in  
15 or about November 2017 Kings, et al. stopped and caused all shipment of Plaintiff's products to  
16 cease. Pro-Com seeks damages of \$1,239,808.12 based on California state law causes of action  
17 for fraud and deceit, negligent misrepresentation, breach of contract, conversion and negligence.

18 2. The gravaman of Pro-Com's Complaint is contained in its breach of contract  
19 cause of action in paragraphs 30-33 where, as here pertinent, it is alleged as follows:

20 " 30. In or about September 2017 through December 2017, Plaintiff entered into written  
21 contract with KJNGS, whereby KINGS agreed to perform trucking and related services  
22 with an agreed delivery date. Plaintiff would receive a purchase order ("PO") from  
23 Plaintiff's customer and process the PO for shipment with a bill of lading ("BOL"). A  
24 shipping invoice would be created after Plaintiff's goods ("Goods") were picked up by  
25 KINGS. (collectively "Contracts").

26 32. KINGS breached the contract and failed to perform its promises and obligations in  
27

1 that it failed to perform the trucking and related services requested by Plaintiff. KINGS  
2 failed to perform the trucking services in a timely manner, and also failed to deliver goods  
3 to the destination - in some cases keeping or abandoning the Goods itself. However,  
4 KINGS invoiced and billed Plaintiff as if KINGS had properly performed the requested  
5 services.

6 33. As a proximate result of the acts and omissions of KINGS, Plaintiff has been  
7 injured and damaged in excess of \$1,239,808.12.

8 3. The action arises under the Carmack Amendment in 49 U.S.C. §14706(a), the  
9 federal law governing liability of motor carriers and forwarders for loss, damage or delay to  
10 cargo transported in interstate commerce. This United States District Court has federal question  
11 and commerce jurisdiction over the subject matter under 28 U.S.C. §§1331 and 1337 and the  
12 action is therefore removable under 28 U.S.C. §§1441, *et seq.* See for example, *White v*  
13 *Mayflower Transit, L.L.C.* 543 F.3d 581 (9<sup>th</sup> Cir. 2008).

14 4. The removal is timely as it is within 30 days of the filing of the action in the Los  
15 Angeles Superior Court.

16 5. Venue is proper because the parties conduct business in this in the district.

17 6. All of the named parties with the exception of defendant John Vincent Tarwater  
18 are represented by the undersigned counsel and consent to the removal. The Court is advised that  
19 Mr. Tarwater also consents to the removal.

20 Dated: July 11, 2018

21 **MILES L. KAVALLER,**  
22 **A PROFESSIONAL LAW CORP.**

23 By: 

24 Miles L. Kavaller, Esq.  
25 Attorney for Defendants, KING'S EXPRESS LA, INC., a  
26 California corporation; KING'S EXPRESS, INC., a  
27 California corporation; KING'S EXPRESS, INC., an  
28 Unknown Business Entity and DENNIS MCCORMICK, an  
Individual.

# EXHIBIT

Dept. # 28 Assigned Palazuelos

James H. Park, State Bar No. 193203  
525 Parriott Place  
City of Industry, California 91745  
Telephone: 626.322.2147  
Facsimile: 626.322.2148  
Email: jamespark.legalcounsel@gmail.com

Attorney for Plaintiff, Pro-Com Products, Inc.

**FILED**  
Superior Court of California  
County of Los Angeles

JUN 25 2018

Sherri R. Carter, Executive Officer/Clerk of Court  
By Jenny Tang, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES  
CENTRAL DISTRICT - UNLIMITED JURISDICTION

PRO-COM PRODUCTS, INC. a California  
Corporation,

Plaintiff,

v.

KING'S EXPRESS LA, INC., a California  
Corporation; KING'S EXPRESS, INC., a  
California Corporation; KING'S  
EXPRESS, INC., an Unknown Business Entity;  
DENNIS MCCORMICK, an Individual;  
JOHN VINCENT TARWATER, an  
Individual; and DOES 1 through 25, inclusive,

Defendants.

Case No.

**BC710498**

**COMPLAINT FOR DAMAGES**

1. DECEIT/FRAUD
2. NEGLIGENT MISREPRESENTATION
3. BREACH OF CONTRACT
4. CONVERSION
5. NEGLIGENCE

**DEMAND FOR JURY TRIAL**

RECEIVED:  
CHECK: \$0.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$435.00  
RECEIPT #: COH499422019  
DATE PAID: 06/26/18 11:10 AM  
PAYMENT: \$435.00

UJ/CASE: BC710498  
LEA/DEF#:

Comes now plaintiff, Pro-Com Products, Inc., and complains of defendants and each of  
them, and alleges as follows:

GENERAL ALLEGATIONS

1. At all times relevant herein, plaintiff, Pro-Com Products, inc. ("Plaintiff") was  
and is a California corporation organized under the laws of the State of California, with its  
principal place of business in Los Angeles County, California.

1  
Complaint

13:54:30 2018-06-25

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1           2.     Plaintiff is informed and believes and on that basis alleges that at all times  
2 relevant herein, defendant, KING'S EXPRESS LA, INC., was and is a California corporation  
3 organized under the laws of the State of California, which entity did and does business in the  
4 County of Los Angeles, State of California.

5           3.     Plaintiff is informed and believes and on that basis alleges that at all times  
6 relevant herein, defendant, KING'S EXPRESS, INC., was and is a California corporation  
7 organized under the laws of the State of California, which entity did and does business in the  
8 County of Los Angeles, State of California.

9           4.     Plaintiff is informed and believes and on that basis alleges that at all times  
10 relevant herein, defendant, KING'S EXPRESS, was and is a business entity of form unknown to  
11 plaintiff, which entity did and does business in the County of Los Angeles, State of California.

12           5.     Plaintiff is informed and believes and on that basis alleges that defendant,  
13 DENNIS MCCORMICK is a natural person who did and does business in the County of Los  
14 Angeles, State of California.

15           6.     Plaintiff is informed and believes and on that basis alleges that defendant, JOHN  
16 VINCENT TARWATER is a natural person who did and does business in the County of Los  
17 Angeles, State of California.

18           7.     The contracts alleged herein were entered into and payment was to be performed  
19 in the county of Los Angeles, State of California. The acts and omissions alleged herein were  
20 directed to, the contracts alleged herein entered into and to be performed in, the injuries and  
21 damages alleged herein were suffered in, and evidence of and witnesses to plaintiff's allegations  
22 herein are located in, the County of Los Angeles, State of California.

23           8.     Plaintiff does not know the true names and/or capacities of defendants, DOES 1  
24 through 25, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff will  
25 amend this Complaint to insert their true names and/or capacities when the same have been  
26 ascertained. Plaintiff is informed and believes, and upon such information and belief alleges  
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06/26/2018

1 that, each such fictitiously named defendant is responsible for plaintiff's damages and injuries,  
2 and subject to the relief sought by plaintiff in this complaint.

3 9. Plaintiff is informed and believes, and upon such information and belief alleges,  
4 that defendants, and each of them, at all times mentioned herein are, and were, the agents,  
5 servants, partners, co-conspirators, alter egos and/or employees of one another. Plaintiff is  
6 further informed and believes, and thereon alleges that each of the defendants at all times herein  
7 mentioned are, and were, acting within the course and scope of, and pursuant to, such agency,  
8 partnership and/or employment with the consent, express and/or implied, of all of the other  
9 defendants, and each of them.  
10

11 COMMON FACTUAL ALLEGATIONS

12 10. At all times relevant herein, defendant, DENNIS MCCORMICK  
13 ("MCCORMICK") was and is the chief executive officer for KING'S EXPRESS LA, INC., a  
14 California Corporation; KING'S EXPRESS, INC., a California Corporation; KING'S  
15 EXPRESS, INC. an Unknown Business Entity, (collectively hereinafter "KINGS") and  
16 defendant, JOHN VINCENT TARWATER ("TARWATER"), was and is the president for  
17 King's Express LA, Inc. Defendants MCCORMICK and TARWATER ("DEFENDANT  
18 PRINCIPALS") worked for KINGS, which authorized DEFENDANT PRINCIPALS to make the  
19 representations alleged herein, to fail to make the disclosures alleged herein to have not been  
20 made, and to act as alleged herein.

21 11. KINGS ratified such acts of each DEFENDANT PRINCIPALS, and both KINGS  
22 and DEFENDANT PRINCIPALS benefitted financially from the transaction alleged herein  
23 including but not limited to an increased fees, payments and charges.

24 12. In or about September 2017 through December 2017, DEFENDANT  
25 PRINCIPALS orally represented to Plaintiff and to Plaintiff's employees that KINGS was a  
26 motor carrier in the business of providing motor vehicle transportation for compensation.  
27 DEFENDANT PRINCIPALS also represented that KINGS would provide KINGS' trucks for  
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1 delivery of Plaintiff's products, and that KINGS was not a trucking broker. (collectively  
2 "REPRESENTATIONS")

3 13. Contrary to the REPRESENTATIONS, during the relevant time period of  
4 September 1, 2017 through December 2017, KINGS contracted with various 3<sup>rd</sup> party shippers,  
5 brokers, and consignees located throughout the United States to secure for KINGS motor vehicle  
6 transportation of property in commerce.

7  
8 14. On information and belief Plaintiff's allege on or about November 2017 KINGS  
9 and DEFENDANT PRINCIPALS stopped and caused to cease all shipment of Plaintiff's  
10 products.

11 15. As a direct and proximate result of the act and omissions of defendants and each  
12 defendant, Plaintiff has been injured and suffered damages including but not limited to the  
13 amount of \$1,239,808.12 as follows:

- 14 a. Out of pocket costs incurred to mitigate damages of in the amount of \$32,874.91;  
15 b. Lost goods and inventory in the amount of \$1,075,486.13;  
16 c. Late charges, costs and chargebacks in the amount of \$107,112.08;  
17 d. Unjust enrichment for amounts paid in the amount of \$24,335.00;  
18 e. Lost profits from returns and cancellations for undelivered and late delivered  
19 goods;  
20 f. Lost use of and interest on the lost profits, late charges, other penalties, and out of  
21 pocket costs to cover transportation and related services;  
22 g. Lawful interest rate of 10%;  
23 h. Cost of suit.

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1 FIRST CAUSE OF ACTION  
2 FOR DECEIT/FRAUD  
3 BY PLAINTIFF AGAINST  
4 ALL DEFENDANTS AND DOES 1 THROUGH 25, INCLUSIVE

5 16. Plaintiff refers to and incorporate paragraphs 1 through 15, inclusive,  
6 hereinabove, as if fully set forth here at, seriatim.

7 17. As alleged herein, defendants and each defendant made representations to  
8 plaintiff. Each representation was false. At the time that they made each representation,  
9 defendants and each defendant knew the representation to be false. Defendants and each  
10 defendant made each representation with the intent to deceive plaintiff and with the intent to  
11 induce plaintiff to act in reliance thereon.

12 18. As alleged herein, defendants and each defendant intentionally and actively  
13 concealed each material fact from plaintiff. Defendants and each defendant did so with the intent  
14 to deceive plaintiff and with the intent to induce plaintiff to act in reliance upon plaintiff's  
15 ignorance thereof.

16 19. Plaintiff was ignorant of the falsity of each representation, and believed each to be  
17 true. In justifiable reliance on each representation, plaintiff was induced to act as alleged herein.  
18 Plaintiff would not have so acted if plaintiff had not relied upon each representation. Plaintiff  
19 would not have so acted if plaintiff had known of the falsity of each representation.

20 20. Plaintiff was unaware of each material fact that defendants and each defendant did  
21 not disclose to plaintiff. Plaintiff could not have reasonably discovered each material fact. In  
22 justifiable reliance on plaintiff's ignorance of each material fact, plaintiff was induced to act as  
23 alleged herein. Plaintiff would not have so acted if plaintiff had known of the existence of each  
24 material fact.

25 21. As a direct and proximate result of defendants' and each defendant's deceit,  
26 plaintiff has been injured and damaged as alleged herein.  
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1 22. The conduct of the defendants and each defendant was oppressive, fraudulent, or  
2 malicious, so as to justify the imposition of exemplary or punitive damages pursuant to section  
3 3294 of the California Civil code.  
4

5  
6 **SECOND CAUSE OF ACTION**  
7 **FOR NEGLIGENT MISPRESENTATION**  
8 **BY PLAINTIFF AGAINST ALL AND DOES 1 THROUGH 25, INCLUSIVE**

9 23. Plaintiff refers to and incorporate paragraphs 1 through 15, inclusive,  
10 hereinabove, as if fully set forth here at, seriatim.

11 24. As alleged herein, defendants and each defendant made representations to  
12 plaintiff. Each representation was false. At the time that they made each representation,  
13 defendants and each defendant had no basis to believe the representation to be true. Defendants  
14 and each defendant made each representation with the intent to deceive plaintiff and with the  
15 intent to induce plaintiff to act in reliance thereon.

16 25. As alleged herein, defendants and each defendant negligently failed to disclose  
17 each material fact from plaintiff. Defendants and each defendant did so with the intent to  
18 deceive plaintiff and with the intent to induce plaintiff to act in reliance upon plaintiff's  
19 ignorance thereof.

20 26. Plaintiff was ignorant of the falsity of each representation, and believed each to be  
21 true. In justifiable reliance on each representation, plaintiff was induced to act as alleged herein.  
22 Verily, plaintiff would not have so acted if plaintiff had not relied upon each representation.  
23 Plaintiff would not have so acted if plaintiff had known of the falsity of each representation.

24 27. Plaintiff was unaware of each material fact that defendants and each defendant did  
25 not disclose to plaintiff. Plaintiff could not have reasonably discovered each material fact. In  
26 justifiable reliance on plaintiff's ignorance of each material fact, plaintiff was induced to act as  
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1 alleged herein. Verily, plaintiff would not have so acted if plaintiff had known of the existence  
2 of each material fact.

3 28. As a direct and proximate result of defendants' and each defendant's negligent  
4 misrepresentation, plaintiff has been injured and damaged as alleged herein.  
5

6 **THIRD CAUSE OF ACTION**  
7 **FOR BREACH OF CONTRACT**  
8 **BY PLAINTIFF AGAINST KINGS EXPRESS LA, INC., KINGS EXPRESS, INC. AND**  
9 **KINGS EXPRESS AND DOES 1 THROUGH 25, INCLUSIVE**

10 29. Plaintiff refers to and incorporate paragraphs 1 through 15, inclusive,  
hereinabove, as if fully set forth here at, seriatim.

11 30. In or about September 2017 through December 2017, Plaintiff entered into written  
12 contract with KINGS, whereby KINGS agreed to perform trucking and related services with an  
13 agreed delivery date. Plaintiff would receive a purchase order ("PO") from Plaintiff's customer  
14 and process the PO for shipment with a bill of lading ("BOL"). A shipping invoice would be  
15 created after Plaintiff's goods ("Goods") were picked up by KINGS. (collectively "Contracts")

16 31. Plaintiff has performed all conditions, covenants and promises required to be  
17 performed by it in accordance with the terms and conditions of said Contracts, and is excused  
18 from nonperformance of any conditions, covenants and promises which it has not performed.  
19 Plaintiff has fully paid KINGS for all trucking and related services which Plaintiff requested  
20 from KINGS.

21 32. KINGS breached the contract and failed to perform its promises and obligations  
22 in that it failed to perform the trucking and related services requested by Plaintiff. KINGS failed  
23 to perform the trucking services in a timely manner, and also failed to deliver goods to the  
24 destination – in some cases keeping or abandoning the Goods itself. However, KINGS invoiced  
25 and billed Plaintiff as if KINGS had properly performed the requested services.  
26

27 33. As a proximate result of the acts and omissions of KINGS, Plaintiff has been  
28 injured and damaged in excess of \$1,239,808.12 as follows:

- a. Out of pocket costs incurred to mitigate damages of in the amount of \$32,874.91;
- b. Lost goods and inventory in the amount of \$1,075,486.13;
- c. Late charges, costs and chargebacks in the amount of \$107,112.08;
- d. Unjust enrichment for amounts paid in the amount of \$24,335.00;
- e. Lost profits from returns and cancellations for undelivered and late delivered goods;
- f. Lost use of and interest on the lost profits, late charges, other penalties, and out of pocket costs to cover transportation and related services;
- g. Lawful interest rate of 10%;

FOURTH CAUSE OF ACTION  
FOR CONVERSION

BY PLAINTIFF AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 25, INCLUSIVE

34. Plaintiff refers to and incorporate paragraphs 1 through 33 inclusive, hereinabove, as if fully set forth here at, seriatim.

35. At all relevant times herein, Plaintiff had the right of ownership and possession of the Goods and other personal property belonging to it.

36. During the latter part of 2017 through present, inclusive KINGS and DEFENDANT PRINCIPALS (DEFENDANTS) wrongfully stolen, taken or disposed of, or otherwise converted said Goods and personal property to the exclusion of Plaintiff.

37. As a proximate result of DEFENDANTS' and each defendant's conversion, Plaintiff has been injured and damaged, in that its Goods and personal property have been withheld from it by KINGS, in excess of the minimum jurisdiction of the Court, and suffered additional injuries and damages as follows:

- a. Out of pocket costs incurred to mitigate damages of in the amount of \$32,874.91;
- b. Lost goods and inventory in the amount of \$1,075,486.13;

- c. Late charges, costs and chargebacks in the amount of \$107,112.08;
- d. Unjust enrichment for amounts paid in the amount of \$24,335.00;
- e. Lost profits from returns and cancellations for undelivered and late delivered goods;
- f. Lost use of and interest on the lost profits, late charges, other penalties, and out of pocket costs to cover transportation and related services;

38. The conduct of the defendants and each defendant was oppressive, fraudulent, or malicious, so as to justify the imposition of exemplary or punitive damages pursuant to section 3294 of the California Civil code.

FIFTH CAUSE OF ACTION  
FOR NEGLIGENCE  
BY PLAINTIFF AGAINST  
ALL DEFENDANTS AND DOES 1 THROUGH 25, INCLUSIVE

39. Plaintiff refers to and incorporate paragraphs 1 through 33 inclusive, hereinabove, as if fully set forth here at, seriatim.

40. At all times relevant herein, during the latter portion of 2017 through present, inclusive, Plaintiff entrusted Goods and personal property belonging to it to the care of Defendants, which had a duty of reasonable care to avoid injury and harm to the Goods and personal property of Plaintiff.

41. Defendants and each of them negligently failed to exercise reasonable care and the Goods and other personal property Plaintiff has performed all acts and duties required to be performed by plaintiff under the contract, or is excused from further performance under the contract.

42. As a proximate result of Defendants' and each defendant's negligence, Plaintiff has been injured and damaged, in that its Goods and personal property are now delayed, missing or otherwise lost in excess of the minimum jurisdiction of the Court, and suffered additional injuries and damages as follows:

- a. Out of pocket costs incurred to mitigate damages of in the amount of \$32,874.91;
- b. Lost goods and inventory in the amount of \$1,075,486.13;
- c. Late charges, costs and chargebacks in the amount of \$107,112.08;
- d. Unjust enrichment for amounts paid in the amount of \$24,335.00;
- e. Lost profits from returns and cancellations for undelivered and late delivered goods;
- f. Lost use of and interest on the lost profits, late charges, other penalties, and out of pocket costs to cover transportation and related services;

WHEREFORE, plaintiff prays for judgment against Defendants, and each of them, as follows:

AS TO THE ALL CAUSES OF ACTION:

1. General damages according to proof;
2. Pre-judgment interest thereon;

ADDITIONALLY, AS TO THE FIRST AND FOURTH CAUSES OF ACTION:

3. For exemplary or punitive damages;

AND, ADDITIONALLY, AS TO ALL CAUSES OF ACTION:

4. For costs of suit herein, including but not limited to attorney's fees under statute for open book account;
5. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury of all issues so triable.

Dated: June 25, 2018

Pro-com Products, Inc.

By: 

James H. Park  
Attorney for Plaintiff  
Pro-Com Products, Inc.  
a California corporation

06/26/2018



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>James H. Park CSEN #193203</b> 525 Parriott Place City of Industry, CA 91745  TELEPHONE NO.: 626.322.2147 FAX NO.: 626.322.2148 ATTORNEY FOR (Name): <b>Pro-Com Products, Inc., a California corporation</b>		FOR COURT USE ONLY  <h2 style="margin: 0;">FILED</h2> <h3 style="margin: 0;">Superior Court of California</h3> <h3 style="margin: 0;">County of Los Angeles</h3> <h2 style="margin: 10px 0 0 0;">JUN 25 2018</h2> <p style="margin: 0;">Sherri R. Carter, Executive Officer/Clerk of Court</p> <p style="margin: 0;">By <u>Jenny Tang</u>, Deputy</p>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 N. Hill St.</b> MAILING ADDRESS: <b>Same</b> CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Stanley Mosk Courthouse Central District</b>		CASE NAME: <b>Pro-Com Products, Inc. vs. King's Express LA, Inc., et al.</b>	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER <h2 style="margin: 0;">BC 710498</h2>	
		JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cat. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |                                                                                                                                |                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties                                                     | d. <input type="checkbox"/> Large number of witnesses                                                                                                      |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence                                                         | f. <input type="checkbox"/> Substantial postjudgment judicial supervision                                                                                  |
3. Remedies sought (check all that apply): a. ☒ monetary     b. ☒ nonmonetary; declaratory or injunctive relief     c. ☒ punitive
4. Number of causes of action (specify): **Five (5)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **June 25, 2018**  
 James H. Park

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

<b>NOTICE</b>	
<ul style="list-style-type: none"> <li>Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.</li> <li>File this cover sheet in addition to any cover sheet required by local court rule.</li> <li>If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.</li> <li>Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.</li> </ul>	
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Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 (Rev. July 1, 2007)

**CIVIL CASE COVER SHEET**

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
 Cal. Standards of Judicial Administration, std. 3.10  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)

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06/26/2018



SHORT TITLE Pro-Com Products, Inc. vs. King's Express LA, Inc., et al.

CASE NUMBER

BC710498

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

Auto Tort  
Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

<b>SHORT TITLE:</b> Pro-Com Products, Inc. vs. King's Express LA, Inc., et al.	<b>CASE NUMBER</b>
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input checked="" type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input checked="" type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

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<b>SHORT TITLE:</b> Pro-Com Products, Inc. vs. King's Express LA, Inc., et al.	<b>CASE NUMBER</b>
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Enforcement of Judgment	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

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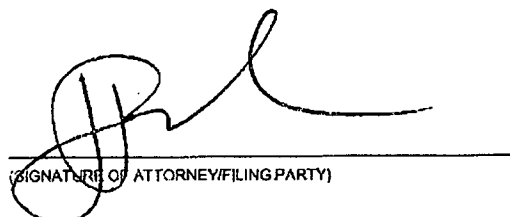
SHORT TITLE: Pro-Com Products, Inc. vs. King's Express LA, Inc., et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		<b>ADDRESS:</b> 12910 Mulberry Drive, Unit B	
<b>CITY:</b> Whittier.	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90602	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: June 25, 2018

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.